



MARK P. MORGAN  
SUPERINTENDENT  
ACTING CHIEF OF POLICE

**BROOKLINE POLICE DEPARTMENT**  
*Brookline Massachusetts*

November 5, 2020

To: Mr. Melvin Kleckner, Town Administrator

From: Mark P. Morgan, Acting Chief of Police

Subject: Police Department Funding

We have received a donation in the amount of \$1000.00 from a resident of Brookline. On this donation check in the memo it states "donation for bicycle equipment". This donation will be used toward the purchase of a new bicycle for Bike Unit.

As always it is wonderful receive donations from people in the community who recognize the work that the Police Officers perform every day.

Thank you.

Mark P. Morgan  
Superintendent  
Acting Chief of Police



**LEWIS S COHEN**  
230 HEATH ST  
CHESTNUT HILL, MA 02467

COASTAL HERITAGE BANK

**2679**  
53-7149/2113  
CHECK ARMOR  
05/19/20

PAY TO THE ORDER OF Brookline Police Department

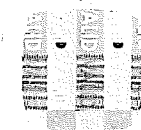
\$ \*\*1,000.00

One Thousand and 00/100 \*\*\*\*\*

DOLLARS

Brookline Police Department  
350 Washington St  
Brookline MA 02445

MEMO donation for bicycle equipment



AUTHORIZED SIGNATURE *[Signature]*

MP

⑈002679⑈ ⑆211371492⑆ 2900 156 7⑈

LEWIS S COHEN

Brookline Police Department  
Donations

donation for bicycle equipment

05/19/20

1,000.00

2679

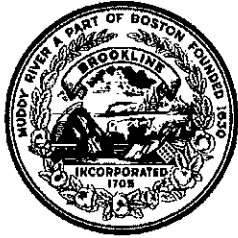
Weymouth Checking 1567 donation for bicycle equipment

1,000.00

3.B.

Security Features Included

Details on Back.



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**

*Erin Chute Gallentine*  
 Commissioner

## **Memorandum**

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To: Select Board of Brookline  
 From: Erin Chute Gallentine, Commissioner of Public Works *EC*  
 Date: November 11, 2020  
 Re: Execution of License, Maintenance, and Indemnification Agreement for Stormwater Drain on Private Property  
 Cc: Melvin Kleckner, Town Administrator

Attached for your review, approval and execution is an agreement titled "License, Maintenance, and Indemnification Agreement" between the Town of Brookline and 5 Washington Square Fee Owner, LLC. The agreement has been vetted by the Town's Legal Department and is important for the following reasons:

- 1.) The existing stormwater drainage system is being reconfigured as part of a mixed-use development project located in Allston, on the border of Brookline.
- 2.) The agreement benefits the Town as it requires that the owner maintain the storm drainage system in good condition and indemnifies the Town from any failure of the owner to do so.
- 3.) The agreement grants the Town a license to enter the property and maintain the storm drainage system if the owner fails to do so.
- 4.) The agreement may be converted into an easement agreement, upon notice from the Town.

The storm water drainage system, as approved by both the Boston Water & Sewer Commission and the Brookline Department of Public Works – Engineering Division, will relocate an existing storm drain that transects the property conveying stormwater from Boston into Brookline into new facilities. The new drainage system is planned to be constructed within Corey Road in Boston to Washington Street, then turning and extending in Washington Street to the vicinity of the southwestern corner of the proposed building, in Brookline, and then turning and extending within the site to reconnect to the existing drain line, in Brookline, near Bartlett Crescent.

### 3.C.

The Water and Sewer Division has reviewed the proposal and is supportive of the design and agreement that protects the Town's interest in the maintenance and integrity of the system. There have been no reported problems with the drainage system at this location and the agreement enables Town staff to manage the system if there is ever a problem that the property owner is not willing or able to resolve.

An alternate concept was considered that would extend the drain line down Washington Street and add construction of a new drain line within the layout of Bartlett Crescent. This option was viewed by the Department of Public Works as less favorable, than the current plan on private property with rights of access being provided to the Town, as it would be unnecessarily disruptive to Washington Street and Bartlett Crescent. In addition, the existing storm drain system is in good working order.

The License, Maintenance and Indemnification Agreement protects the Town's interests and allows construction of the project to move forward as currently planned while avoiding nearly all construction within public ways in Brookline. Additionally, the agreement allows the Town to seek approval for an easement at a future Town Meeting with the support of the project owner. Town Counsel has reviewed the license agreement, stated that it is favorable to the Town, and recommends approval by the Select Board. Public Works concurs with this recommendation.



## **LICENSE, MAINTENANCE AND INDEMNIFICATION AGREEMENT**

This **LICENSE , MAINTENANCE AND INDEMNIFICATION AGREEMENT** (the "Agreement"), is made by and between the 5 Washington Square Fee Owner LLC, a Delaware limited liability company having a mailing address care of Krebs Investment Group, LLC, 257 Hillside Avenue, Needham, Massachusetts 02494 ("Owner") and the Town of Brookline, by and through its Public Works Department, 333 Washington Street, Brookline, MA 02445 (the "Town").

### **RECITALS**

A. Owner is the owner of property located on Bartlett Crescent in Brookline, Massachusetts as more particularly described in Exhibit A attached hereto (the "Property").

B. Owner intends to relocate a storm drainage system which currently crosses the Property (the "Storm Drainage System"), in accordance with plans prepared by Bohler Engineering for Project No. 218421037 stamped approved by the Town on June 19, 2019 and on file with the Town of Brookline Public Works Department, Engineering Division (the "Approved Plans").

C. Owner has agreed to maintain the Storm Drainage System in good condition and indemnify the Town from any failure by Owner to do so, and to grant a license to the Town to enter the Property to maintain the Storm Drainage System if Owner fails to do so, all as set forth herein.

### **AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Owner, at its sole cost and expense, will construct the Storm Drainage System in a good and workmanlike manner in accordance with the Approved Plans and in compliance with any and all applicable laws, ordinances, rules and regulations. Owner will also, at its sole cost and expense, operate, maintain, repair and reconstruct the Storm Drainage System so that it shall remain in good operating condition and repair, subject to causes beyond the reasonable control of Grantor. In the event that Owner fails to construct, operate, maintain, repair or reconstruct the Storm Drainage System in accordance with the foregoing, the Town may notify Owner of such failure and if Owner fails to commence to cure the condition complained of within thirty (30) days of such notice, and diligently pursue such cure to completion, the Town shall have an irrevocable license to access the Property and cure the condition itself at the sole cost of Owner, provided that the Town shall minimize damage to the Property. After notice from the Town to Owner of the costs incurred by the Town in connection with the exercise of its rights hereunder, the Owner shall promptly reimburse the Town for all such costs (including reasonable attorneys' fees and costs), together with interest at the then prime rate of the Bank of America, N.A., plus two percent (2%), from the date such costs were incurred until payment.

### 3.C.

2. Owner, its successors and assigns, shall defend, indemnify and hold the Town harmless against any and all claims, demands, liabilities, cause of action, lawsuits, judgments and expenses (including reasonable attorneys' fees and costs) (collectively, the "Claims"), arising from or related to any injury or death to any person, or damage to property on account of, or in any way growing out of or related to any failure of Owner to comply with the provisions of this Agreement, including the failure to properly construct, operate, maintain, repair or reconstruct the Storm Drainage System and costs incurred by the Town in connection with the exercise of its rights under Section 1 above. The Town shall give written notice of any Claims to Owner promptly upon learning of the same.

3. Upon notice from the Town that it wishes to convert this Agreement into an Easement Agreement in which Owner, as grantor, grants, to the Town, as grantee, an easement to enter the Property for the purposes set forth in Section 1 and otherwise incorporating the substantive provisions hereof, Owner shall provide a draft Easement Agreement to the Town for its review. The parties shall negotiate the provisions of the Easement Agreement with reasonable diligence and in good faith to fulfill the objectives of this paragraph to create an Easement Agreement that grants an easement in place of a license but that otherwise reflects the substance of this Agreement. The town shall be responsible for obtaining any approvals required by Town bodies, including Town Meeting, but Owner shall cooperate with the Town in all reasonable respects.

4. All notices hereunder shall be in writing and either delivered by hand or sent by registered or certified mail with return receipt requested or sent by overnight courier service, in the case of notice to Owner to the then record owner of the Property at 5 Washington Street, Brighton, MA 02135, or to such other address as may be provided by notice from Owner to the Town, and in the case of notice to the Town, to the Town, c/o Public Works Department, Engineering Division, Brookline Town Hall, 333 Washington Street, Brookline, MA 02445, or to such other address as may be provided by notice from the Town to Owner. Notices shall be deemed given when delivered in the case of delivery by hand on a business day, or three (3) business days after sent by registered or certified mail, or one (1) business day after sent by overnight courier service.

5. The Town's recourse against Owner hereunder shall be limited to the Property and any other property/assets of Owner and the direct and indirect members, affiliates, managers, owners or other beneficial owners of Borrower, shall be exculpated from all personal liability hereunder.

6. The provisions of this Agreement shall be binding upon and inure to the benefit of the Town and Owner and their respective successors and assigns.

7. This Agreement may be executed in counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. This Agreement may be signed and delivered by electronic means, which shall be of the same legal effect, validity or enforceability as a manually executed signature.

3.C.

EXECUTED as a sealed instrument as of the \_\_\_\_ day of \_\_\_\_\_, 2020.

**5 WASHINGTON SQUARE FEE OWNER LLC**

By:

\_\_\_\_\_  
Name:

Title:

**TOWN OF BROOKLINE**

By its Select Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit A

**Property Description**

Tract I

167 Corey Road, Brighton and Barlett Crescent, Brookline, MA

That certain parcel of land situated in that part of Boston formerly Brighton in the County of Suffolk and Commonwealth of Massachusetts situate on Corey Road.

Said land is shown as Lot Four (4) on a subdivision plan drawn by Schofield Brothers, Civil Engineers, dated March 3, 1955, as approved by the court, filed in the Land Registration Office as plan No. 13462-E, a copy of a portion of which is filed with Certificate of Title No. 65910, and the fee within the limits of said Corey Road is fixed by the lines thereof as shown on plan No. 13462-A, filed with Certificate of Title No. 26496.

Also

That certain parcel of land situate in Brookline in the County of Norfolk and said Commonwealth, described as follows:

Said parcel is shown as lot numbered 2 (excepting fee in Bartlett Crescent) on a plan drawn by Schofield Brothers, Civil Engineers, dated September 28, 1951, as approved by the Land Court, filed in the Land Registration Office as No. 13462D, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 44506, Page 223.

Tract II

Bartlett Crescent and Washington Street, Brookline, MA

That certain parcel of land situate in Brookline in the County of Norfolk, Commonwealth of Massachusetts, bounded and described as follows:

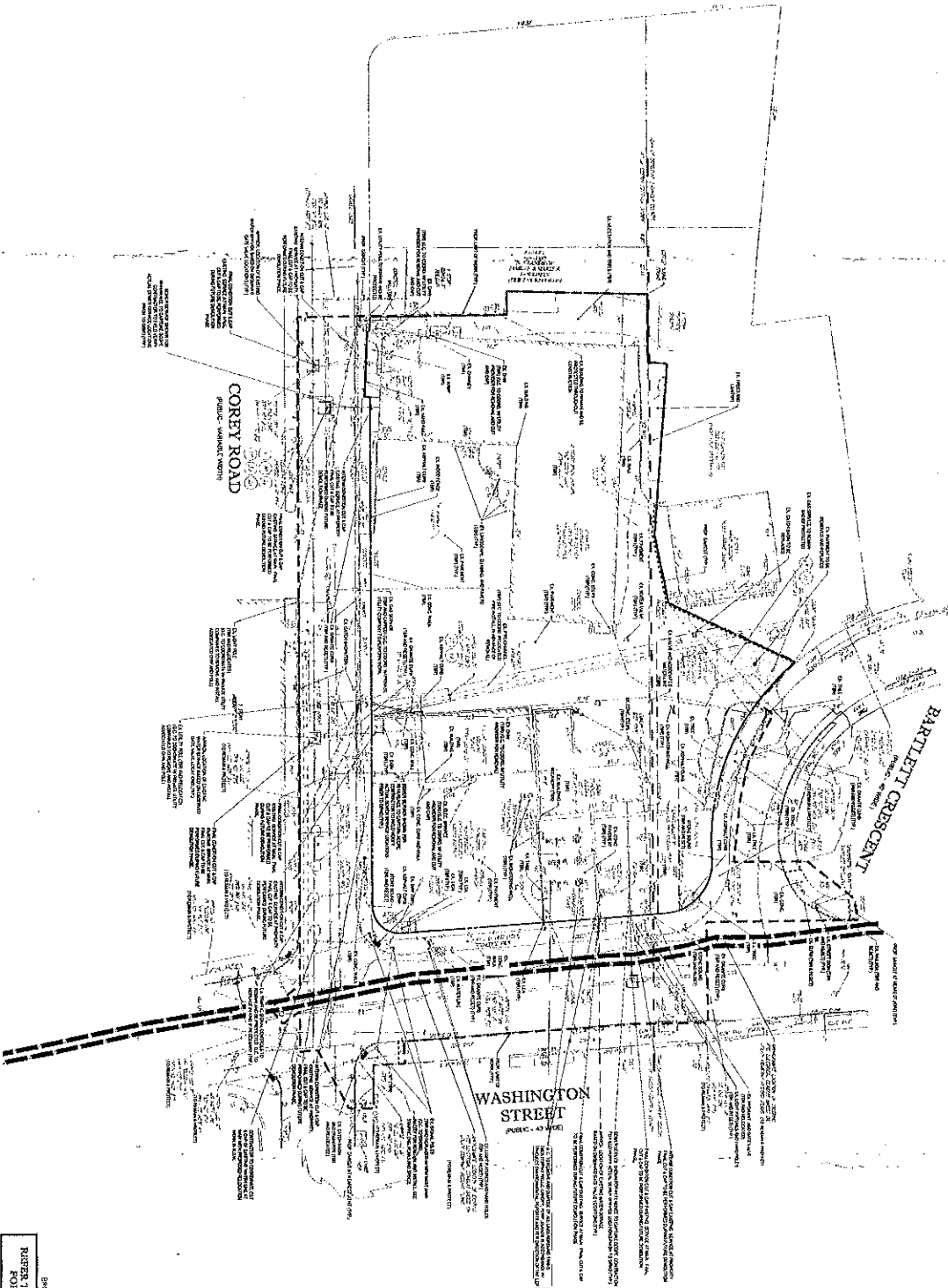
Southeasterly by the Northwesterly line of Bartlett Crescent, seventy and 78/100 (70.78) feet;

Southerly by the northerly junction of said Bartlett Crescent and Washington Street, thirty seven and 76/100 (37.76) feet;

Southwesterly by the Northeasterly line of said Washington Street seven (7) feet;

Northeasterly by lot numbered 2, as indicated on a plan filed with the Certificate No. 63202, forty seven and 74/100 (47.74) feet.

Said parcel comprises lot B5 (excepting fee in Bartlett Crescent and Washington St.) on a plan drawn by Henry F. Bryant & Son, Engrs., dated Aug. 8, 1933, as approved by the Land Court, filed in the Land Registration Office as No. 13462B, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 63961, Book 320 and lot numbered 6 (excepting fee insaid Bartlett Crescent) on a plan drawn by Schofield Brothers, Civil Engineers dated April 17, 1957, as approved by said Court, filed in the Land Registration Office as No. 13462F, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 63202, Sheet 2, Book 317.



REFERENCE TO GENERAL NOTES SHEET  
 FOR DEMOLITION NOTES  
 THIS PLAN TO BE UTILIZED FOR  
 DEMOLITION/REMOVAL  
 PURPOSES ONLY



C-100



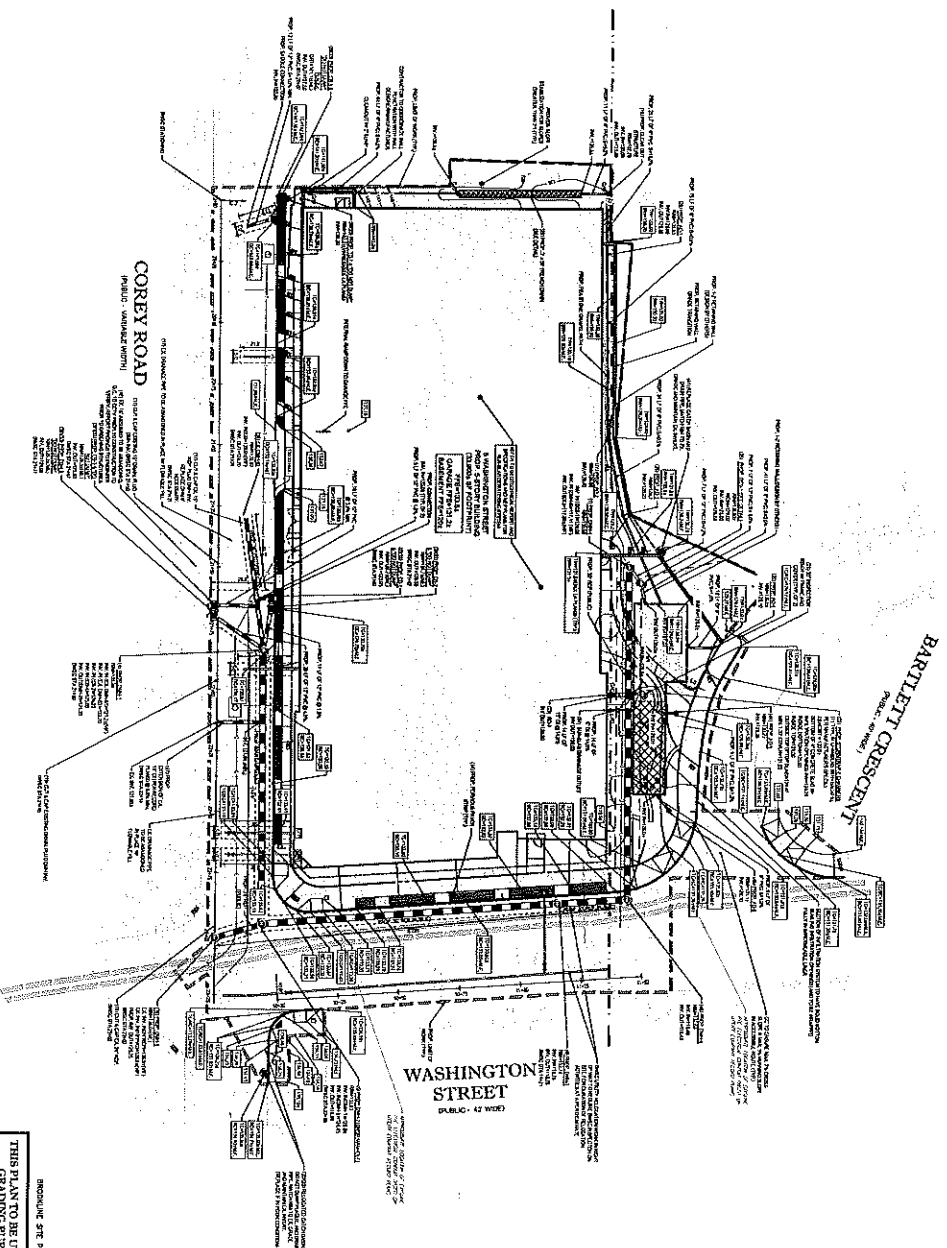
Item	Description	Quantity	Unit
1	DEMOLITION OF EXISTING CONCRETE FOUNDATION	1	LOT
2	DEMOLITION OF EXISTING CONCRETE SLAB	1	LOT
3	DEMOLITION OF EXISTING CONCRETE WALLS	1	LOT
4	DEMOLITION OF EXISTING ROOF STRUCTURE	1	LOT
5	DEMOLITION OF EXISTING INTERIOR PARTITIONS	1	LOT
6	DEMOLITION OF EXISTING EXTERIOR FINISHES	1	LOT
7	DEMOLITION OF EXISTING MECHANICAL SYSTEMS	1	LOT
8	DEMOLITION OF EXISTING ELECTRICAL SYSTEMS	1	LOT
9	DEMOLITION OF EXISTING PLUMBING SYSTEMS	1	LOT
10	DEMOLITION OF EXISTING HVAC SYSTEMS	1	LOT
11	DEMOLITION OF EXISTING ELEVATOR SYSTEMS	1	LOT
12	DEMOLITION OF EXISTING STAIRCASES	1	LOT
13	DEMOLITION OF EXISTING BALCONIES	1	LOT
14	DEMOLITION OF EXISTING PORCHES	1	LOT
15	DEMOLITION OF EXISTING DRIVEWAYS	1	LOT
16	DEMOLITION OF EXISTING PAVEMENT	1	LOT
17	DEMOLITION OF EXISTING LANDSCAPING	1	LOT
18	DEMOLITION OF EXISTING UTILITIES	1	LOT
19	DEMOLITION OF EXISTING FENCES	1	LOT
20	DEMOLITION OF EXISTING SIGNAGE	1	LOT

Town of Brookline  
 Planning Board  
 4/11/2017  
 [Signature]  
 [Signature]

NOI: 100-100-0000

**BOHLER**  
 ENGINEERS  
 1000 WASHINGTON STREET  
 BOSTON, MA 02111  
 TEL: 617-552-1234  
 FAX: 617-552-1235  
 www.bohler-engineers.com

Stantec  
 1000 WASHINGTON STREET  
 BOSTON, MA 02111  
 TEL: 617-552-1234  
 FAX: 617-552-1235  
 www.stantec.com



**BARTLETT CRESCENT**  
Public. 40 WIDE,  
[ 21 202-235-1022/235-1023 ]

WASHINGTON  
STREET  
(PUBLIC - 42' WIDE)

THIS PLAN TO BE UTILIZED FOR SITE  
GRADING PURPOSES ONLY

REFER TO GENERAL NOTES SHEET  
FOR GRADING & UTILITY NOTES

BROOKLINE STE PLAN #2018-2



**C-301**

Scale	AS NOTED
Project No.	21B210037

# GRADING & DRAINAGE PLAN

[illegible]

Notes

सूचना के अधिकार अधिनियम, 2005

**BOHLER**  
4575 GARDEN STREET  
DUBLIN, VA 22026  
Phone: (817) 353-8415  
www.bohlerengineering.com

Stantec



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**

*Erin Chute Gallentine*  
 Commissioner

## Memorandum

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To: Select Board  
 From: Erin Gallentine, Commissioner of Public Works  
 Fred Russell, Director of Water and Sewer  
 Date: November 11, 2020  
 Re: **Contract Extension: Stormwater Consultant Services**  
 Cc: Melvin Kleckner, Town Administrator

Attached please find for your review and approval “*Amendment No. 2 for Consulting and Engineering Services between the Town of Brookline and Brown and Caldwell for Stormwater On-Call Services*”. The amendment does not change the value of the contract, but extends the duration terms and agreement through October 31, 2021.

Brown and Caldwell has a contract with Brookline Department of Public Works – Water and Sewer Division for consultant services specific to compliance requirements associated with the Massachusetts General Permit for Stormwater Discharges from Small Massachusetts Municipal Separate Storm Sewer System (MS4) Permit. The MS4 Permit requires that the Town comply with the Charles River Phosphorus Total Maximum Daily Load (TMDL). Consultant services include MS4 general permit support, stormwater regulation support, phosphorus sampling and phosphorus control strategy. Specifically, the consultants are tasked with the evaluation and recommendation of multiple approaches for achieving the permit required phosphorus reductions.

The completion date for the Contract was October 31, 2020. However, COVID-19 has caused significant delays in the execution of the Task Order. Site visits, phosphorus sampling, and in-person meetings with Town staff to gather information were delayed through the spring and summer.

We respectfully request approval of the contract amendment that will extend the completion date of the Task Order until October 31, 2021. We expect the work to be completed before then, however the extended duration provides flexibility, especially with the wet weather phosphorus sampling as rainfall patterns can be unpredictable.

### 3.D.

Prism Project Number: 153323

AMENDMENT NO. 2 TO  
TASK ORDER NUMBER 1 FOR CONSULTING AND ENGINEERING SERVICES  
BETWEEN THE TOWN OF BROOKLINE  
AND BROWN AND CALDWELL  
FOR STORMWATER ON-CALL SERVICES

THIS AMENDMENT NO. 2 to Task Order No. 1 for Consulting Services dated January 15, 2019 between the Town of Brookline, hereinafter referred to as "Client", and Brown and Caldwell, a California corporation, hereinafter referred to as "Consultant," is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

RECITALS:

WHEREAS, Client and Consultant entered into an agreement for consulting services dated January 15, 2019 (hereinafter referred to as the "Agreement");

WHEREAS, Amendment 1 (dated June 23, 2020) to the Agreement extended the task order completion date to October 31, 2020, but additional time is needed to complete the services;

NOW, THEREFORE, Client and Consultant agree to amend the Agreement as follows:

Under the section entitled "COMPENSATION", delete the second sentence and replace it with the following:

All services will be complete by October 29, 2021.

All other terms and conditions of the Agreement remain unchanged.



3.D.

BROWN AND CALDWELL

SELECT BOARD

Signature: William B. Powers

Signature: \_\_\_\_\_

Printed Name: William B. Powers

Signature: \_\_\_\_\_

Title: Vice President

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

# Town Of Brookline

## Contract Amendment Approval Form

Department: Public Works/Engineering DivisionPrepared by: Peter M. DittoContract # and Name: PW/14-25, "On Call Stormwater Consultant Services"Vendor # and Name: 21642, Brown and CaldwellChange Order/Extra Work Order #: Amendment #2

Purchase Order #:

Amount of Amendment: \$284,846.00

Purpose of Amendment:

On call stormwater consultant services for NPDES permit compliance. Including: Task 1 MS4 General Permit support, Task 2 Stormwater Regulation support, Task 3 Stormwater Fee study, Task 4, Phosphorus Sampling, and Task 5 Phosphorus Control strategy.

**Coding:**

Org #	Org Name *	Acct #	Acct Name	Amount
4999EW40	DPWCIP	6C0005	Stormwater Manage.	\$185,302.00
4918K152	DPWCIP	6C0005	Stormwater Manage	\$99,544.00

\* For "K" or "C" accounts, please call it "CIP", preceded by your Dept (e.g., 4909K001 would be "DPW CIP").

Department Head: *Peter M. Ditto for AMP* Date *1/10/19*

**Comptroller Approval of Coding and Funds Availability**Funds Available/Codes Correct *02*

Comptroller

Date Approved by Comptroller *1/16/18*

Complies with Appropriate Procurement Law  
(MGL ch 149, ch 30 30 30M, or ch 30B)

Purchasing

Date Approved by Purchasing *1/10/19*

BROWN AND CALDWELL/TOWN OF BROOKLINE  
 STORMWATER ON-CALL SERVICES  
 2018 MASTER SERVICES AGREEMENT, TASK ORDER NO. 1  
 Stormwater Funding and Water Quality Management Assistance

BC Project Number \_\_\_\_\_

Client Name Town of Brookline  
 Client Address 333 Washington Street, Brookline, MA 02445  
 Effective Date  
 of Authorization JANUARY 15, 2019

Upon execution of this Task Order, and effective as of the date shown above, the parties agree that Brown and Caldwell shall perform the following services:

**SCOPE OF SERVICES**

**Task 1. MS4 General Permit Support**

The Consultant will provide the Town with MS4 Permit support services. The services will include the following:

- Assist with the development of the Stormwater Management Program
- Pursue state grant funding
- Compile, review and document existing O&M procedures for the facilities listed below.  
 Revise existing and develop new O&M procedures as needed for compliance with Section 2.3.7 of the 2016 Small MS4 General Permit.
  - Town-owned parks and open space
    - Use, storage and disposal of pesticides, herbicides and fertilizers
    - Lawn maintenance and landscaping
    - Pet waste collection, handling and disposal
    - Address waterfowl congregation
    - Trash containers
    - Erosion control and vegetative cover
  - Town-owned buildings and facilities
    - Use, storage and disposal of potential stormwater pollutants (e.g., petroleum products)
    - Spill prevention plans
    - Dumpster and waste management equipment
    - Parking lot sweeping
  - Town-owned vehicles and equipment

- Storage
- Fueling areas
- Washing
- Review existing O&M procedures for MS4 infrastructure listed below. Revise existing and develop new O&M procedures as needed for compliance with Section 2.3.7 of the MS4 General Permit.
  - Catch basins
  - Sweeping of streets and Town-owned parking lots
  - Storage and handling of catch basin cleanings and street sweepings
  - Winter road maintenance
  - Best management practices

#### **Task 2. Stormwater Regulations Support**

The Consultant will assist the Town with the development of its Stormwater Regulations as follows:

- Incorporate the Town's comments into the draft Stormwater Regulations
- Review the draft Stormwater Regulations to determine compliance with the MS4 General Permit requirements and revise as needed
- Meet with the Town to discuss issues related to the draft Stormwater Regulations

#### **Task 3. Stormwater Fee Study**

The Consultant will complete the analysis of stormwater fee structures under consideration by the Town. The Consultant will meet with the Town to present the results.

The Consultant will develop a draft technical memorandum (TM) to document the study findings. The Consultant will submit the draft TM to the Town and meet with the Town to discuss the results. The Town will provide comments. The Consultant will incorporate the comments into the TM and deliver a final TM to the Town.

#### **Task 4. Phosphorus Sampling**

The Consultant will perform flow monitoring and phosphorus sampling at two of the Town's stormwater outfalls. Outfalls will be chosen that either discharge a large portion of the Town's stormwater or contain a representative cross-section of land uses. The monitoring will be performed for up to three months or until 12 significant rainfall events have occurred, whichever occurs first, where significant rainfall event is defined as a flow condition which exceeds a threshold water depth or flow rate in the stormwater outfall pipe.

The Consultant will do the following:

- Meet with the Town to discuss the monitoring sites and water quality sampling procedures

### 3.D.

- Develop a Quality Assurance Project Plan that defines the procedures for collecting and analyzing data
- Provide two autosamplers equipped with area-velocity sensors
- Perform reconnaissance of the stormwater outfalls and determine the most appropriate location to install the autosamplers
- Determine the threshold depth or velocity values to be used for triggering a sampling event
- Install the autosamplers
- Program the autosamplers to collect composite samples representative of the event mean concentration during the storm events
- Operate and maintain the autosamplers for the duration of the monitoring period
- Collect the composite samples and send to a Massachusetts-certified laboratory within 24 hours after the cessation of rain. The laboratory will analyze the samples for total phosphorus.
- Analyze the total phosphorus measurements from the laboratory
- Collect rainfall data from nearby rain gauges owned by Boston Water and Sewer Commission
- Analyze the continuous flow measurements during the monitoring period
- Calculate the phosphorus load for the storm events during which phosphorus composite samples were collected
- Estimate the typical year load based on the measured data. The Consultant will use the Town's SWMM model to simulate flows during a typical year of rainfall. It is assumed that the Consultant will have to calibrate the hydrologic parameters. Using the measured phosphorus event mean concentrations, the Consultant will develop linear regression equations to estimate the event mean phosphorus concentration based on factors such as total rainfall, intervening time since previous rainfall, rainfall intensity, etc. The Consultant will estimate the typical year phosphorus load using the SWMM model to generate stormwater flows and linear regression equations to event mean concentrations under typical year conditions. The Consultant will compare the typical year phosphorus loads against the Town's EPA estimated phosphorus load

The Consultant will develop a draft technical memorandum (TM) to document the data collected and the estimate annual load. The Consultant will submit the draft TM to the Town and meet with the Town to discuss the results. The Town will provide comments. The Consultant will incorporate the comments into the TM and deliver a final TM to the Town.

#### **Task 5. Phosphorus Control Strategy**

##### **5.1 Evaluate credits for IDDE removal**

The Consultant will determine the methodology used to calculate the Town's baseline and allowable phosphorus load in Appendix F of the Massachusetts MS4 General Permit. The Consultant will also

determine the IDDE assumptions incorporated into the load estimates. The Consultant will meet with the Town to present the findings and discuss a strategy to maximize the Town's phosphorus reduction credit for sewer separation work resulting in a reduction of wastewater discharges to stormwater drains.

### 5.2 Feasibility of Removing Phosphorus from Rivers

The Consultant will evaluate the feasibility of directly treating waters in the Charles River and the Muddy River to remove phosphorus. The treatment facility would be designed to operate continuously, during both dry and wet weather conditions. The feasibility study will identify the following:

- Potential water intake and discharge locations
- Potential treatment facility sites
- Phosphorus concentrations and flow rates in the rivers
- Potential phosphorus treatment technologies
- Treatment facility size requirements
- Typical treatment efficiencies
- Anticipated regulatory and approval requirements
- Planning-level cost estimates for construction and O&M

The river phosphorus concentrations and flow rates will be estimated from the available literature.

The Consultant will develop a draft technical memorandum (TM) to document the feasibility study. The Consultant will submit the draft TM to the Town and meet with the Town to discuss the results. The Town will provide comments. The Consultant will incorporate the comments into the TM and deliver a final TM to the Town.

### 5.3 Identification of potential green infrastructure projects

The Town will likely need to construct green infrastructure in order to comply with the phosphorus reduction requirements of the MS4 General Permit. This Task will identify five green infrastructure projects that can be implemented in the Town as described below.

One of the objectives of this subtask is to help the Town estimate the cost of using green infrastructure to reduce phosphorus in stormwater runoff. Accordingly, the Consultant will select a variety of sites representative of different conditions in the Town.

The Consultant will collect and review data to be used during the development of the green infrastructure projects. The data to be collected and reviewed includes GIS layers containing hydrologic soil groups, ground elevation, land use, impervious surfaces and buried infrastructure (sewers, storm drains, etc.). The Consultant will use GIS data available from the Town and MassGIS. The Consultant will develop maps displaying information relevant to the selection of green infrastructure technologies and sites.

### 3.D.

The Consultant will identify five green infrastructure projects. For each project, the Consultant will do the following:

- Delineate the area that drains to each green infrastructure site
- Estimate the runoff and phosphorus load tributary to each feature based on the methodology prescribed in Appendix F of the 2016 Massachusetts Small MS4 General Permit
- Estimate the treatment efficiency of the GI feature using the methodology prescribed in Appendix F of the 2016 Massachusetts Small MS4 General Permit
- Develop a conceptual design drawing of the site
- Develop planning-level costs for each green infrastructure project

The Consultant will develop a summary packet which contains a map and the information compiled for each of the green infrastructure projects. The Consultant will meet with the Town to present the results.

#### 5.4 Forecasting Future Phosphorus Credits through Redevelopment

The Consultant will forecast the phosphorus reduction credits anticipated from future redevelopment within the Town. The Town will provide the Consultant with historical site redevelopment records. The Consultant will review the historical records, forecast future redevelopment and estimate the related phosphorus reduction credits.

#### COMPENSATION

The above tasks will be performed for a not to exceed price of \$284,846. All services will be complete by April 2020.

#### GENERAL TERMS AND CONDITIONS

Brown and Caldwell's services shall be governed by the Master Agreement dated JANUARY 15, 2019 together with this Task Order and any Exhibit attached hereto.

BROWN AND CALDWELL

Signature William Town

Title VICE PRESIDENT

Date 10/22/18

TOWN OF BROOKLINE

Signature [Signature]

Signature [Signature]

Signature Nancy S. Heller

Signature [Signature]

Signature [Signature]

Date \_\_\_\_\_





**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

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**11 Pierce Street, Brookline, Massachusetts, 02445**  
**Telephone: (617) 730-2300 Facsimile: (617) 730-2296**  
**Website: [www.brooklinema.gov](http://www.brooklinema.gov)**

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**Dr. Swannie Jett, DrPH, MSc**  
**Director of Public Health**  
**& Human Services**

November 9, 2020

Memo: Approval for hiring a Public Health Nurse

To: Brookline Select Board

Attn: Bernard Greene, Chair of the Brookline Select Board

Chair Greene,

Brookline Public Health and Human Services seeks the authorization of the Select Board to employ a Public Health Nurse with the assistance of the Office of Human Resources. This position will become vacant next February upon the retirement of Barbara Westley. The Department seeks to fill the position as soon as possible, before Mrs. Westley's retirement.

The public health nurse assesses the needs, plans, implements, and evaluates policies and programs related to public health nursing and epidemiology for the Town. He/she performs disease surveillance including tracking, investigating and controlling of all cases and outbreaks of communicable disease in Brookline. This individual will continue to assist with immunizations and contact tracing throughout the ongoing response to our residents during the pandemic.

Thank you for considering this request.

Sincerely,



Dr. Swannie Jett, DrPH, MSc

Director of Health and Human Services



# Town of Brookline Massachusetts

## Authorization To Hire Request Form

1. Position **TITLE:** Public Health Nurse Grade: UNGRADED
2. Department: Health & Human Services Division: Nursing & Epidemiology
3. Position Control #: 510000003 Prior Incumbent: Barbara Westley
- a. Reason for Leaving: retirement on February 5, 2021

4. Budgetary Information:

Department Code: HA 00 Budget Code: 51005260 510101 % 100

☐ Grant Funded-Name of Grant: \_\_\_\_\_ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☒ Full-Time: # of hours/week: 37.5 ☐ Part-Time: # of hours/week: \_\_\_\_\_

☒ Permanent ☐ Temporary: expected end date (required) \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

7. Method of Fill:

☐ Promotion – To be Posted Internally from: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

☒ New Hire ☐ Transfer – Please explain: \_\_\_\_\_

8. List the top three essential functions of this position:

1. Assessment of needs, plans, implements, and evaluates division policies and programs
2. Performs disease surveillance; tracking, investigating and controlling cases and outbreaks
3. Organizes and leads all clinical responses to communicable disease prevention & control

9. I have considered the following alternatives to filling this position:

---



---

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

---



---

Public Health Nurse

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with the ProDiversity Network,

ZipRecruiter, Indeed, which all have multiple targeted affinity group job boards, as well as related professional groups.

12. Please attach the current position description.

13. Signatures:

Department Head Signature: \_\_\_\_\_

Date: 11/10/20

Human Resources Director: \_\_\_\_\_

Date: \_\_\_\_\_

Town Administrator: \_\_\_\_\_

Date: \_\_\_\_\_

14. Approvals:

Date on BOS Agenda: \_\_\_\_\_

Date Approved: \_\_\_\_\_

15. Notes:

Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Thu 11/12/2020 9:47 AM

To: Devon Fields <dfields@brooklinema.gov>

Committee Reappointment Interest Form

Date	11/12/2020
Name	David King
Email:	[REDACTED]
Street Address	[REDACTED]
Zip	0 [REDACTED]
Preferred Phone #	[REDACTED]
Committee you are a member of?	Preservation
List of accomplishments in the last 3 years.	Demo delay warrant article to make demolition permits non-transferable Harvard st design guidelines; starting Beacon street design guidelines
Future Goals	Preservation design guidelines Beacon st guidelines
Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200	

Email not displaying correctly? [View it in your browser.](#)

**Online Form Submittal: Board/Commission Application Form**

notifications@brooklinema.gov &lt;notifications@brooklinema.gov&gt;

Thu 9/24/2020 9:13 AM

To: Devon Williams &lt;dwilliams@brooklinema.gov&gt;; Ben Vivante &lt;bvivante@brooklinema.gov&gt;

**Board/Commission Application Form**

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Phoebe Morse
Address	
Home Phone	
Work Phone	
Email	
Application for specific Board/Commission?	Preservation Commission
What type of experience can you offer this Board/Commission?	I am a lawyer; most of my career has been spent on consumer protection - at the Federal Trade Commission, the U.S. Department of Justice and the FDIC. I am also a homeowner who has never owned a house built after 1910, so I am familiar with the role of Preservation Commissions and the work they do in keeping neighborhoods intact.
What type of issue would you like to see this Board/Commission address?	Just the usual balancing of developer and neighborhood needs.
Are you involved in any other Town activities?	No
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed.

Email not displaying correctly? [View it in your browser.](#)

**ADVISORY COMMITTEE'S RECOMMENDATION  
ARTICLE 10**

Please see the report and recommendation for this article submitted under Article 9.

**By a vote of 13-10-3 the Advisory Committee recommends FAVORABLE ACTION on an amended and revised Warrant Article 10, as follows (insertions underlined, deletions ~~strikethrough~~):**

VOTED: The Town will amend the General By-laws by adding the following article: ARTICLE 5.11 Short-Term Rentals

**Section 5.11.1 PURPOSE**

The Town of Brookline adopts this Bylaw for the regulation and restriction of Short- Term Rentals within the Town in order to protect the health safety of renters and residents, and to provide a process through which certain properties that meet specific requirements and eligibility criteria may be registered with the Town of Brookline for use as Short-Term Rentals.

**Section 5.11.2 DEFINITIONS**

As used in this by-law, the following terms shall have the following meanings: "Enforcement Authority": As designated by Article 10.2 of the General By-Laws.

"Short-Term Rental", or "STR": The rental of a whole or portion of a Dwelling Unit ~~dwelling~~ for not more than 31 consecutive calendar days, ~~and a) As defined by M.G.L. Chapter 64G, Sec. 1, subject to the following limitations: the Dwelling Unit and b) whose operations meets one of three category types as specified in the operator's Certificate of Registration:~~

~~• Room Share Units — At a is the Short-Term Rental Operator's Primary Residence of the operator, the operator is physically present in the Dwelling Unit unit during the rental and occupancy is limited to a maximum of two rooms and four guests.~~

i. ~~Home Share Units — At a Short-Term Rental Operator's Primary Residence, the whole unit is available for a Short-Term Rental and no Short-Term Rental Operator(s) is/are present while the unit is being rented. Occupancy is limited to a single contract at a time and no more than six guests, to the extent permitted by State and local law, including this By-law.~~

ii. ~~Owner Adjacent Units — The Short-Term Rental Operator's Primary Residence is~~

~~within a two-family building as defined by Principle Uses 2, 3, 4, or 4A in the Table of Use Regulations of the Town of Brookline Zoning By-law. The Short-Term Rental Operator owns or has legal control over the Short-Term Rental Unit and at least 1 other unit within the building. The Short-Term Rental Operator is present on the property during the rental. Occupancy is limited to a single contract at a time and no more than six guests, to the extent permitted by State and local law, including this By-law.~~

In accordance with M.G.L. Chapter 64G, Sec. 1, the term excludes properties that are, or that are required to be, licensed as a lodging house because lodgings are rented to four or more persons not within the second degree of kindred to the owner or operator. The term also excludes properties that are, or that are required to be, licensed as a hotel, motel, or bed and breakfast establishment.

“Short-Term Rental Unit”: A whole or portion of a whole Dwelling Unit that is being offered as a Short-Term Rental.

“Short-Term Rental Operator”: Any person operating a Short-Term Rental. An ~~operator~~ Operator may must be the owner ~~or leaseholder~~ of the Short-Term Rental Unit ~~with the written permission from the lessor.~~

“Primary Residence”: Any property at which a resident resides for at least 183 days of the calendar year.

### **Section 5.11.3 ELIGIBILITY/APPLICABILITY**

1. Any Short-Term Rental Operator seeking to establish a Short-Term Rental Unit must apply for and receive a Certificate of Registration, following the procedure set forth in Section 5.11.4. The following eligibility requirements shall apply to applicants seeking a Certificate:
  - a. The Short-Term Rental Unit cannot be subject to any local, state, or federal income-eligible or income-restricted program that is designated as below market rate housing.
  - b. The Short-Term Rental Unit shall not be subject to any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, stop work orders, or other requirements, laws or regulations that prohibit the Operator from offering the residential unit as a Short-Term Rental.
  - c. The Short-Term Rental Unit shall not be in arrears regarding any municipal or state taxes, fines or fees. Short-Term Rentals, Short-Term Rental Operators, and Short-Term Rental Certificates of Registration are subject to Article 4.7 of the Town’s General By-laws.

- d. The number of rooms offered as sleeping accommodations must be code compliant.
2. Except as may be provided in Section 5.11.4 with respect to condominium associations of four (4) or less units, ~~This By-law does not supersede any lease or~~ condominium association's by-laws. Nothing in this By-law shall be construed to make the Town responsible for compliance with or enforcement of a lease, condominium by-laws or other governing documents, or any contract or agreement to which the Town is not a party.

#### **Section 5.11.4            REGISTRATION PROCEDURE AND SUBMISSION REQUIREMENTS**

1. In connection with an application for a Certificate of Registration, the operator shall provide to the Select Board's Office all documentation that the Office shall require, which may include, but not be limited to:
  - a. Any application fee, as may be determined by the Select Board.
  - b. Proof of Primary Residence, either by: 1) providing proof of enrollment in the Brookline residential tax exemption program; or 2) an income tax return for the current year and a recent utility bill both showing the current address of the operator as the address of the Short-Term Rental Unit; ~~or 3) a tenancy agreement along with a photo ID.~~
  - ~~c. If the Short-Term Rental Operator is not the owner of the property, written evidence that the owner of the property has consented to the operator's use of the property as a Short-Term Rental Unit.~~
  - c. Where a Short-Term Rental Unit is part of a condominium association, certification by the Short-Term Rental Operator's condominium association board that the operation of the Short-Term Rental complies with all applicable leases and/or condominium documents, bylaws, or other governing documents.
  - d. Where a Short-Term Rental Unit is part of a four (4) unit or less condominium association and the condominium association applicable documents, bylaws or other governing documents do not explicitly prohibit Short-Term Rentals, certification by all unit owners in the Short-Term Rental Operator's condominium association that they consent to the operation of a Short-Term Rental.



## 7.A.

- e. Floor plan of the Short-Term Rental Unit indicating the specific rooms to be offered. The floor plan shall identify each room by a numerical or alphabetical identifier. The floor plan may be sketched by hand but should be legibly labelled with the numerical or alphabetical identifier and the use of that room (e.g., bedroom, living room, etc.). The floor plan should identify the rooms to be used as sleeping accommodations and the proposed maximum occupancy for each. An operator may be asked to resubmit a floor plan with amendments in the event it is unacceptable to the Town's inspectional departments for health and/or safety or code compliance reasons.
  - f. Local Contact Information. When registering, a Short-Term Rental Operator must provide their name, address, home telephone number, cell phone number, and email address, as well as such contact information for a secondary contact. Such contact information should identify at least one individual with corresponding contact information (including an active telephone number at which the person will be reachable 24 hours a day) who can respond in person within two hours of contact by a Town official to any issue or emergency that arises during a Short-Term Rental.
  - g. Such other information and documentation as the Select Board's Office may determine.
  - ~~g.~~h. Within 14 days of the issuance of a Certificate of Registration, the Select Board Office shall mail notice of the Certificate of Registration to abutters (property owners, residents and tenants) within 300 feet of the Short-Term Rental Unit.
- 2. The initial issuance and renewal of a Certificate of Registration shall be subject to the applicant's compliance with applicable federal, state and local law, including this By-Law.
  - 3. The Certificate of Registration shall be valid for a period of one (1) to five (5) years, as the Select Board's Office may determine. The Certificate of Registration shall include a registration number, and shall identify the type of Short-Term Rental, the specific rooms that may be used as sleeping accommodations, and the maximum occupancy for each such room and for the unit as a whole.
  - 4. An operator may seek modification of a Certificate of Registration, including with regard to rooms to be used as sleeping accommodation and maximum occupancies, by

submitting such documentation as may be required by the Select Board's Office in connection with such request. Modification of a Certificate of Registration is subject to approval by the Town's Health, Building and Fire Departments, who may conduct a pre-approval health and safety inspection as necessary. No modification of a Certificate may effect a change to the type of Short-Term Rental for which the Certificate was issued.

5. Certificates of Registration are non-transferable. A Certificate of Registration shall be null and void upon a change in property owner or ~~STR operator~~ or upon any change in the Primary Residence of the Short-Term Rental Operator that makes the unit ineligible for operation as a Short-Term Rental under this By-law.

6. An Enforcement Authority may revoke, suspend or modify a Certificate of Registration for good cause. The Short-Term Rental Operator shall have the right to a hearing, or opportunity therefor, in connection with such action.

- ~~6. Should the Short-Term Rental Operator be issued three (3) or more violation notices within any twelve (12) month period under this article, or of any municipal ordinance, state law, or building code, the Certificate of Registration will be revoked. In such case, a new Certificate of Registration may only be re-issued after a public hearing before the Select Board, which may, impose additional conditions.~~

7. In the event an Enforcement Authority suspends or revokes an operator's right to operate an STR, the Town shall notify the Massachusetts Commissioner of Revenue of the suspension or termination.

#### **Section 5.11.5           INSPECTIONS**

Prior to approving an initial or renewed Certificate of Registration, and in connection with an annual or other inspectional schedule to be determined by the Town, the Health, Building and Fire Departments ~~may shall~~ conduct a health and safety inspection. Such inspections ~~may shall~~ be used to verify that each Short-Term Rental Unit:

1. Meets all building, health and fire code and regulatory requirements.
2. Meets all requirements of this By-Law and of any regulations promulgated pursuant to this By-law.

Inspections shall be made on week-days during normal Town business hours. In addition, inspections may be made at other times (including but not limited to evenings and weekends) to investigate complaints and/or concerns regarding non-compliance or health and safety issues. Inspections shall be conducted in conformity with applicable federal, state and local law. Facilities requiring re-inspection are subject to applicable re- inspection fees.

**Section 5.11.6                    OPERATIONAL REQUIREMENTS FOR SHORT-TERM RENTAL UNITS**

1. No person shall operate a Short-Term Rental without a current Certificate of Registration pertaining to the Short-Term Rental Unit.
2. Short-Term Rentals shall comply with all applicable federal, state, and local laws, regulations and codes.
3. Except as may be otherwise specified by Select Board regulation promulgated pursuant to this By-Law, a Short-Term Rental Operator may offer his or her ~~Room Share Unit~~ Short-Term Rental Unit ~~or Home Share Unit~~ for up to 90 days per year. ~~A Short-Term Rental Operator may offer his or her Owner-Adjacent Unit for up to 180 days per year.~~
4. A Short-Term Rental must be operated consistent with the terms set forth on the Certificate of Registration and with applicable law, including, but not limited to, with regard to rooms to be used as sleeping accommodations, the maximum occupancy of each room, the maximum occupancy of the unit as a whole, and any other stated conditions.
5. The following must be included within each Short-Term Rental Unit:
  - a. Diagram indicating the location of all fire extinguishers, gas shut-off valves, fire exits and fire alarms inside the Short-Term Rental Unit as well as in the building, as well as an evacuation route(s) highlighted in red. The diagram shall be posted i) in each bedroom used as a Short-Term Rental, ii) on all egresses from the Short-Term Rental Unit, and iii) in common areas accessible to the Short-Term Rental Unit;
  - b. A conspicuously placed binder with, at a minimum, the following information:
    - i. Local contact information including the name, address, home and cell phone numbers and email address for the Short-Term Rental Operator as well as one additional contact person who shall be reachable 24 hours a day in the absence of the Operator,
    - ii. Instructions for disposal of trash and recycling pursuant to any applicable requirements established by the Town of Brookline and/or by the property owner or condominium association,
    - iii. Information about Brookline parking regulations, including overnight parking restrictions and designated parking areas for

## 7.A.

guests, and  
iv. Copy of Certificate of Registration from the Select Board's Office;

- c. Fire extinguisher(s) which shall be of type ABC 10lb., dry chemical commercial with a tag to be tested and serviced annually by certified service company. Within a single-family unit, or multiple-unit building where units do not share a common access corridor, there shall be at least one acceptable type fire extinguisher available to the occupant within the unit. Where multiple units share a common access corridor on the same floor, one extinguisher may service up to four units, and be located within the access corridor on the same floor in a location to be determined by the Fire Department;
- d. A hard-wired smoke/fire alarm system installed in accordance with M.G.L. Chapter 148 and NFPA 72; and
- e. Any other documentation required by the Select Board's Office to be distributed inside Units.

6. Public advertisements (online or in print) for a Short-Term Rental shall include in the advertisement the Town-issued registration number associated with the Short-Term Rental's Certificate of Registration. A Short-Term Rental Operator shall only use the name stated on the application for an initial or renewed Certificate of Registration in on-line or other listings of the Short-Term Rental Unit.

6.7. Any entity advertising Short-Term Rentals in the Town of Brookline shall provide the town with ownership and address information for those units.

7.8. A Short-Term Rental Operator must keep accurate records of their business including date(s) of rental, rental rates, names of customers and customers' contact information for a period of three (3) years, and make them available to the Town upon request consistent with applicable federal, state and local law.

8.9. A Short-Term Rental Operator shall notify the Select Board's Office of any change in the Operator's Primary Residence within two (2) weeks of any change.

9.10. Renting for durations of less than twenty-four (24) consecutive hours shall not be permitted.

10.11. Commercial meetings and uses are prohibited in Short-Term Rental Units.

### Section 5.11.7 REGULATIONS

The Select Board may issue regulations for the implementation of this By-law, including for the establishment of any appeal process, and for the establishment of a cap on the number of

Certificates of Registration issued (including numerical caps by type of Certificate of Registration and by Zoning District).

**Section 5.11.8 FINES**

Any person violating this By-law shall be fined in the amount of \$300 for each violation. Each day of a continuing violation shall count as a separate violation.

**Section 5.11.9 REPORTING**

1. A list of Short-Term Rental Units with active Certificate of Registrations will be published on the Town website and updated at least monthly. Information must include address, Short-Term Rental type, Certificate of Registration effective and expiration dates, approved number of rooms and guests and any other restrictions.
2. A list of Short-Term Rental Unit violations will be published on the Town website and updated at least monthly. Information must include Certificate of Registration number, address, date of violation, type of violation, and dollar amount of fine.

**Section 5.11.9~~10~~ EFFECTIVE DATE**

This By-law shall take effect on January 1, ~~2021~~2022.

**FW: Technical Amendment to WA 10**

Melissa Goff &lt;mgoff@brooklinema.gov&gt;

Fri 11/13/2020 2:11 PM

**To:** Devon Fields <dfields@brooklinema.gov> 1 attachments (136 KB)

2020 10 13 Advisory Committee Report on WA10-Tech Amendment.pdf;

Backup for article 10. Also printout email thread where yellow highlight describes the change.

---

**From:** Paul Warren <paulwarren65@gmail.com>**Sent:** Thursday, November 12, 2020 7:54 AM**To:** Melissa Goff <mgoff@brooklinema.gov>**Cc:** Sandy Gadsby <sgadsby@foleyhoag.com>**Subject:** Fwd: Technical Amendment to WA 10

Melissa,

Attached is a copy of WA 10 with the technical amendment. Please note that I removed the yellow highlight and formatting note only for distribution.

Thank you.

Paul

Begin forwarded message:

**From:** "Gadsby, Sandy" <[SGadsby@foleyhoag.com](mailto:SGadsby@foleyhoag.com)>**Subject:** Re: Technical Amendment to WA 10**Date:** November 11, 2020 at 10:28:18 PM EST**To:** Paul Warren <[paulwarren65@gmail.com](mailto:paulwarren65@gmail.com)>**Cc:** Melissa Goff <[mgoff@brooklinema.gov](mailto:mgoff@brooklinema.gov)>

Paul:

This amendment is OK from my standpoint. I gather that you did not submit it in time to be included in the supplemental mailing, so it will have to be circulated electronically. (Melissa please note.) This is annoying since you have been notified several times of the supplement deadline.

Regards, Sandy

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Paul Warren <[paulwarren65@gmail.com](mailto:paulwarren65@gmail.com)>  
Date: 11/11/20 3:58 PM (GMT-05:00)  
To: "Gadsby, Sandy" <[SGadsby@foleyhoag.com](mailto:SGadsby@foleyhoag.com)>  
Subject: Technical Amendment to WA 10

Sandy,

Scott Gladstone highlighted an issue with WA 10 Section 5.11.4 (1) (d) that he and I agreed needed a technical amendment to clarify.

Paragraph (d) is intended to require that condo associations of 4 or less explicitly provide permission when an owner wants to operate a short-term rental if the bylaws are silent on the issue. Every one understood this to be the intent. As written, Scott was concerned that it could be interpreted that approval was required from all owners even if short-term rentals were explicitly allowed. Scott and I spoke and he agreed that a technical amendment was in order.

Would you please review the language below in yellow that was added to clarify the intent and let me know if you ok with this technical amendment?

Thank you.

Paul

d. Where a Short-Term Rental Unit is part of a four (4) unit or less condominium association and the condominium association applicable documents, bylaws or other governing documents do not explicitly prohibit Short-Term Rentals, certification by all unit owners in the Short-Term Rental Operator's condominium association that they consent to the operation of a Short-Term Rental.

Any tax advice included in this document and its attachments was not intended or written to be used, and it cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.

This email message and any attachments are confidential and may be privileged. If you are not the intended recipient, please notify Foley Hoag LLP immediately -- by replying to this message or by sending an email to [postmaster@foleyhoag.com](mailto:postmaster@foleyhoag.com) -- and destroy all copies of this message and any attachments without reading or disclosing their contents. Thank you.

For more information about Foley Hoag LLP, please visit us at [www.foleyhoag.com](http://www.foleyhoag.com).

## ARTICLE 18

### ADVISORY COMMITTEE’S SUPPLEMENTAL RECOMMENDATION

Article 18 proposes a study of ranked choice voting (RCV). A state-wide referendum on November 3, 2020 rejected RCV by a substantial margin, but more than 60% of Brookline residents voted in favor. The Advisory Committee had previously voted to amend the article so as to direct the study committee to consider whether to request the Legislature for permission to use RCV for local elections, as well as studying how to implement it.

The article as submitted includes a “Whereas” clause that references the state-wide referendum. Since the referendum failed, the Advisory Committee amended its version of Article 18 to delete that “Whereas” clause.

The Advisory Committee’s recommendation for Favorable Action on Article 18 has not changed.

The text of the Article as amended follows:

#### **VOTED:**

That the Town adopt the following Resolution:

#### **Ranked-Choice Voting for Town Elections**

WHEREAS, our neighboring City of Cambridge has used Ranked-Choice Voting (RCV) to elect its City Council and School Committee since 1941;

WHEREAS, the State of Maine has recently adopted Ranked-Choice Voting using ES&S optical scan machines similar (but not identical) to the ES&S optical scan machines currently owned by the Town;

WHEREAS, the Town of Brookline can (and must) make decisions about the conduct of Town elections independent from the state-wide measure;

WHEREAS, Ranked-Choice Voting has been found to benefit candidates from ethnic and political minority groups, and thus allow our Town representatives to more accurately reflect our community;

WHEREAS, the Town of Brookline’s election infrastructure, although not recently-



purchased, currently serves our Town well;

THEREFORE BE IT RESOLVED that the Select Board charge a Ranked-Choice Voting Study Committee including a representative of the Town Clerk's office **to** study whether or not to adopt Ranked-Choice Voting for Town Elections and issue a report including:

1. Recommended equipment to implement Ranked-Choice Voting in the Town, whether upgrades to existing machines or purchase of new machines, without sacrificing the auditability and reliability of our existing optical scan election processes;
2. Ballot design recommendations for typical multi-candidate races in our Town, including Select Board and School Committee;
3. Recommended time frame for implementation; and
4. Budget recommendations for funding required;

BE IT FURTHER RESOLVED that the Ranked-Choice Voting Study Committee provide budget guidance for the FY22 budget process, with a final report on Ranked-Choice Voting no later than Fall 2021.

## ARTICLE 29

### ADVISORY COMMITTEE’S SUPPLEMENTAL RECOMMENDATION

One amendment has been added to Article 29 (Advisory Committee structure), and one amendment failed to receive a favorable vote from the Committee.

The first, offered by Stanley Speigel, TMM Precinct 2, reduces the number of at-large members that can be appointed to the Advisory Committee from the 14 in the article as originally recommended to 10.

Immediately following the first sentence in the second paragraph under SECTION 2.2.1 APPOINTMENT OF MEMBERS, insert the sentence:

The number of Committee members who are not Town Meeting Members shall not exceed ten...

The amendment was added by a vote of 20-2 with 4 abstentions.

The second, offered by John Bassett, TMM Precinct 6, would require that, to the extent practicable, there be at least one Advisory Committee member from each of the 16 precincts. The article as originally (and still) recommended required that at least 12 precincts be represented on the Committee.

The amendment failed by a vote of 11-12 with two abstentions.

Concern was expressed that adding restrictions to the Moderator’s appointment authority would make it more difficult to satisfy the original intent of the warrant article. A majority of the Committee felt that the motion being offered strikes the balance of giving the Moderator more leeway on appointments while ensuring geographic representation which has been the tradition on the Advisory Committee.

The full text of the article follows, as it now is recommended:

Voted: That the Town amend Article 2.2 of the Town’s General By-laws-Advisory Committee as follows: (Note Language to be deleted appears as ~~strikethrough~~ and new language appears as underlined. The **[bold bracketed]** sentence in the second paragraph of section 2.2.1 contains the language added to this motion.)

### **SECTION 2.2.1 APPOINTMENT OF MEMBERS**

The Moderator shall, in June of each year, appoint members to serve on the Advisory Committee (herein the Committee) established under G.L.c. 39, Section 16, and this Bylaw. Members of the Committee shall serve without compensation. The Committee shall consist of not fewer than twenty nor more than thirty residents of the Town.

At least sixteen Committee members, from at least twelve precincts, shall be elected Town Meeting Members at the time of their appointment ~~or reappointment, to the extent practicable.~~ At least one ~~elected Town Meeting Committee~~ member shall be appointed from a resident of each precinct, to the extent practicable. ~~No more than eight members shall be appointed who are not elected Town Meeting Members at the time of their appointment, but~~ no more than four members of the Committee shall reside in the same precinct. [The number of Committee members who are not Town Meeting Members shall not exceed ten.] No member of the Committee shall be an employee of the Town or a member of any standing Board or Committee having charge of the expenditure of money; but, this restriction shall not disqualify from appointment to the Committee, members of special committees, which may be created from time to time by Town Meeting, the Moderator or the Select Board to report on specific matters.

#### SECTION 2.2.2 TERMS OF APPOINTMENT

Members shall ~~hold office~~ be appointed from July 1st, in the initial year of their appointment, for a one-year term. Subsequently, members shall be appointed for two-year or three-year staggered terms and until their successors are appointed. All vacancies shall be filled by the Moderator for the unexpired remainder of the term of the appointee's predecessor.

A member of the Committee shall cease to be a member upon the occurrence of any of the following events:

1. Removal of residence from the Town of Brookline.
- ~~Absence~~ 2. Unexcused absences from seven or more duly called and held meetings of the Committee during any year of the member's term, considering each period from July 1 to the following June 30 as a year for this purpose.

A member of the Committee ~~who is a Town Meeting Member~~ shall cease to be a member of the Committee effective the 30th day of June following the occurrence of any of the following events:

3. Removal of residence from the precinct from which ~~elected a Town Meeting Member.~~ appointed, should their new precinct of residence already have the maximum number of committee members.
4. Failure of re-election as a Town Meeting Member.
5. Expiration of term as a Town Meeting Member.

Upon ascertaining that any of events 1-5 has occurred, the ~~Chairman~~Chair of the Committee shall notify the Secretary of the Committee who shall give written notice to the member in question. A copy of such notice shall be sent promptly to the moderator.

### SECTION 2.2.3 COMMITTEE ORGANIZATION

The Committee shall hold its first meeting in each year no later than the fifteenth day of July, to be called by the Moderator, and shall hold such other meetings as it may deem advisable. It shall elect annually at its first meeting a ~~Chairman~~Chair and Vice-~~Chairman~~Chair from its own members. The Vice-~~Chairman~~Chair, upon the request of, in the absence of, or in the event of the death, disability or resignation of the ~~Chairman~~Chair, shall act as ~~Chairman~~Chair of the Advisory Committee until a new ~~Chairman~~Chair is elected. In the event of the death, disability, or resignation of the ~~Chairman~~Chair or Vice-~~Chairman~~Chair, the committee shall at a meeting within twenty days elect a successor from its own members. The Committee shall appoint annually a Secretary who is not one of its members, who shall hold office until another Secretary is appointed. The duties of the Secretary shall be defined by the Committee. Subcommittees and the chairmen thereof shall be appointed by the ~~Chairman~~Chair not later than the thirtieth day of July in each year.

### SECTION 2.2.4 SUB-COMMITTEE ASSIGNMENTS

The ~~Chairman~~Chair of the Committee may establish from time to time special ~~committeessubcommittees~~ of the Committee to carry out specific studies. The Chair of the Committee shall appoint subcommittee members and the Chair of any special subcommittee. Periodically ~~during the tenure of a special committee and~~ upon the request of the ~~Chairman~~Chair, the special ~~committeessubcommittee~~ shall report back to the Committee its findings to date. The ~~Chairman~~Chair may excuse members of such special ~~committeessubcommittees~~ from the requirement that they attend meetings of the Committee. For purposes of computing a quorum at meetings of the Committee, those members with special ~~committeessubcommittee~~ assignments will be omitted, if the ~~Chairman~~Chair has so excused them and if they are not present. Any member of a special ~~committeessubcommittee~~, so excused, may nonetheless attend duly scheduled meetings and participate fully in the affairs of the Committee.

### SECTION 2.2.5 — ~~GENERAL DUTIES.~~ COMMITTEE PROCEDURE

The Committee shall publish in its Town webpage a description of its general procedures, including information on how the public can access Committee agendas, minutes, reports and other related meeting materials via the website, and how the public can attend hearings and meetings in person and/or virtually.

The agenda for every Committee meeting shall include an opportunity for public comment.

#### **SECTION 2.2.6 GENERAL DUTIES**

The Committee shall consider any ~~and~~or all municipal questions, including appropriation requests and proposed action under all articles in the warrant for a Town Meeting, for the purpose of making reports ~~and~~or recommendations to the Town. The Committee shall submit a budget at the Annual Town Meeting. It may examine the books and records of any board, committee or officer of the Town so far as permitted by law. The Superintendent of Schools (in the case of school appropriations) and the Town Administrator (in the case of all other appropriations) shall submit their requests for appropriations to the Committee by February 15th or the next town business day if said date falls on a weekend or holiday; or seven days after the Governor submits the annual budget to the General Court, whichever is later. The Town Administrator's Financial Plan shall be made available on the Town's Website in accordance with these timelines and an email shall be sent to the Notification List(s) required under Section 3.21.2 that provides notification of the Financial Plan's availability on the website or, upon request, in hard copy at Town Hall.

**Motion to be offered by the petitioners under article 34**

Petitioners Jeff Wachter; Lara Jarrell, TMM P7; Shira Fischer, TMM P11; Robert Volk, TMM P4; Deborah Brown, TMM P1; Meggan Levene, TMM P3; David Lescohier, TMM P11; Lisa Shatz; Eric Coles; Jeffrey Benson, TMM P3; Amanda Zimmerman, TMM P8

VOTED that the Town adopt the following resolution:

WHEREAS Brookline's housing unaffordability negatively impacts low-, middle-, and upper-middle income residents, particularly renters;

WHEREAS Brookline's housing shortage adds to the unaffordable nature of the market;

WHEREAS according to the Brookline assessor's office Brookline has added only 526 new units from 2010-2019, with an additional 800 to 1,000 units that have received zoning approval from the ZBA via 40B, inclusionary zoning, or special permit processes and are being tracked for completion over the next several years;

WHEREAS approximately 47% of renters in Brookline are cost-burdened (spending more than 30% on housing), and 23% of renters pay more than 50% of income on housing;<sup>1</sup>

WHEREAS many economists argue that a key part of solving the housing shortage is building more housing;

WHEREAS the 2016 Housing Production Plan identified 18 strategies to enhance Brookline's housing supply;

WHEREAS The Brookline Fiscal Advisory Committee recommends changes to zoning to promote economic growth and prosperity;

WHEREAS decreasing car trips by increasing access to walkable, transit-oriented communities via more housing can significantly reduce per capita carbon impact for the Boston region, which is a significant town priority as expressed by Town Meeting during November 2019's Special Town Meeting;

WHEREAS building more housing in Brookline may allow new residents to live closer to job centers and decrease the amount of time spent driving and idling in traffic;

WHEREAS Brookline is a generally transit connected community via the Green Line and multiple major bus routes traversing the majority of town, and more housing near transit allows current car commuters to shift to greener transportation methods;

WHEREAS the current zoning code in Brookline, both in practice and original intent, exacerbates racial and economic segregation in Brookline and the Boston region;

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<sup>1</sup> According to the United States Department of Housing and Urban Development: "Families who pay more than 30 percent of their income for housing are considered cost burdened." "Affordable Housing," HUD.GOV, [https://www.hud.gov/program\\_offices/comm\\_planning/affordablehousing/](https://www.hud.gov/program_offices/comm_planning/affordablehousing/)

## 7.A.

WHEREAS studies have shown that “anti-density zoning increases black residential segregation in U.S. metropolitan areas by reducing the quantity of affordable housing in white jurisdictions”<sup>2</sup>;

WHEREAS businesses struggle to recruit and retain employees due to high housing costs;

WHEREAS more people living near Brookline business districts could increase local businesses’ customer base;

WHEREAS housing instability and un-affordability have negative impacts on health outcomes;<sup>3</sup>

WHEREAS today’s market rate housing can naturally become more affordable as long as additional housing is being built over time;

WHEREAS multiple organizations have studied the question of the relationship between new housing units and school children and have not found evidence that one correlates with the other;

WHEREAS the dramatic rise in housing costs have created financial challenges for seniors and other longtime residents. Addressing affordability will help increase the likelihood of seniors aging in place and downsizing within the community;

WHEREAS creating the zoning and regulatory space for new market rate housing may increase the possibility that Brookline's current stock of moderately priced housing may be maintained, preserving the limited naturally occurring affordable housing that does exist in town;

WHEREAS Brookline has signed the Metro Mayors’ Coalition Regional Housing Task Force compact that calls for major increases in housing units to support our growing population by 2030 – initially estimated at 185,000 housing units across the region;

WHEREAS the 2019 Greater Boston Housing Report Card issued by The Boston Foundation assessed Brookline’s housing production as permitting only 9.6% of the units necessary to contribute our proportional share of regional housing need;

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<sup>2</sup> Rothwell, Jonathan, and Douglas S Massey. “THE EFFECT OF DENSITY ZONING ON RACIAL SEGREGATION IN U.S. URBAN AREAS.” Urban affairs review (Thousand Oaks, Calif.) vol. 44,6 (2009): 779-806.  
doi:10.1177/1078087409334163

<sup>3</sup> University of Wisconsin Population Health Institute. County Health Rankings Key Findings 2019.  
<https://www.countyhealthrankings.org/reports/2019-county-health-rankings-key-findings-report>

## 7.A.

NOW, THEREFORE, BE IT RESOLVED that Town Meeting urges the Select Board, Planning Board, Zoning Board of Appeals, Housing Advisory Board, the Economic Development Board, and any other board or committee that might consider or issue decisions that impact land use and the built environment of Brookline:

1. To engage in a planning process to expand on the specific analyses and recommendations of previous planning and zoning studies undertaken and/ or approved and adopted by the Town, utilizing a new Housing Production Plan process which will include specific Zoning Bylaw recommendations to encourage and incentivize additional housing units, including where and at what levels, would be beneficial to the Town, and to set a numerical target for local housing production.
2. To develop and propose concrete zoning and regulatory changes to implement the recommendations of the aforementioned process and targets to increase the overall supply of housing units in Brookline, with a focus on ensuring a mix of housing priced at different income levels, and consistent with promotion of mixed-use development in commercial corridors that incorporates housing components.
3. To develop strategies that acknowledge and address our historic racial and ethnic exclusionary practices, and proactively undo the damage from the past 100 years of exclusionary zoning.
4. To ask potential appointees to relevant boards, commissions, and study committees their understanding of the housing production goals and targets as developed in the aforementioned process.
5. To support Brookline's Zero Emissions goal by implementing land use and zoning strategies that maximize Brookline's public transportation usage and active transportation options to minimize the need for or length of car trips.
6. To consider providing the necessary budget allocation to execute the studies and reports recommended by this resolution.



ARTICLE 34

**COMMISSION FOR DIVERSITY, INCLUSION AND COMMUNITY  
RELATIONS REPORT AND RECOMMENDATION**

The mission of the CDICR is to support a welcoming environment by encouraging cooperation, tolerance, and respect among and by all persons who come in contact with the Town of Brookline (i.e. visitors, residents, employers, employees etc.) by advancing, promoting and advocating for the human and civil rights of all through education, awareness, outreach and advocacy.

The CDICR reviewed the warrant article on October 29, 2020. By a vote of 10-0-0, the CDICR recommends FAVORABLE ACTION on Warrant Article 34.

**DISCUSSION**

Warrant Article 34 is a resolution seeking to increase the building of residential units in town with emphasis on affordability, mixed-use development, and sustainability, and explicitly acknowledging the history of racism and redlining that undercuts much of our current zoning. The resolution seeks to have these emphases incorporated into the next version of the Town's Housing Production Plan, which is slated for completion in the next year. The petitioner described the evolution of the warrant article during the review cycle, including the removal of specific targets for number of completed units, deferring those decision to the HPP process itself. The CDICR is very focused on affordable housing and its relationship to redlining and zoning in town, and is very supportive of this warrant article.

Therefore, the commission voted FAVORABLE/NO ACTION on the warrant article, by a vote of 10-0-0.

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ARTICLE 39

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ADVISORY COMMITTEE'S SUPPLEMENTAL RECOMMENDATION

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Article 39 is a home rule petition asking the Legislature for permission to put the November 2019 article regarding restrictions on new fossil fuel HVAC systems (Article 21 at the Nov. 2019 meeting) into effect.

Article 39 as recommended by the Advisory Committee included a provision that would have made the restrictions effective 30 days after the enactment the home rule petition. The Advisory Committee (and the petitioners) subsequently learned from ep, Tommy Vitolo that the standard procedure for home rule petitions is that they become effective 30 days after enactment, so the provision in the text of the Article is redundant.

We also learned that there are three options used to provide latitude to the Legislature in adopting a home rule petition: (1) the text of the requested legislation can be fixed and not subject to modification; (2) the Legislature can be given authority to make non-substantive changes subject to acceptance by the Select Board; and (3) the Legislature can be given authority to vary the form and substance of the requested legislation as long as the scope of the legislation remains intact.

By a vote of 25-1 with one abstention, the Advisory Committee voted to change Article 39 to eliminate the redundancy and provide the authority to vary the form and substance of the requested legislation as long as the scope of the legislation remains intact.

The Advisory Committee also urges the Select Board to appoint the Sustainability Review Board and, after a public hearing, adopt the procedural requirements necessary to filing waivers, appeals and criteria to evaluate projects under Warrant Article 21 (Fall 2019), so once the Home Rule Petition is enacted, there are not additional delays for the regulations to go into effect.

Note that the petitioners propose to include a provision that would make the legislation effective immediately upon enactment, recognizing that home rule petitions normally take many months or even years to get through the legislative process.

Part 6 of the fifth edition of the *Legislative Research and Drafting Manual* provided by the Massachusetts General Court provides guidance for home rule petitions. See <https://archives.lib.state.ma.us/bitstream/handle/2452/47796/ocn549554381.pdf?sequence=1>

In addition, and up on recommendation from our representation at the State House, the language

The Advisory Committee recommends FAVORABLE action on an amended and revised Warrant Article 39, as follows: (deletions, strikethrough; additions, bold)

VOTED:

To vote to authorize and empower the Select Board to file a petition with the Massachusetts General Court for special legislation, as set forth below, to: (1) ratify the adoption, at the Fall 2019 Special Town Meeting under Warrant Article 21, an amendment to the Town’s General By-Laws inserting Article 8.39 entitled “Prohibition on New Fossil Fuel Infrastructure in Certain Construction;” (2) authorize the Town to adopt and further amend general or zoning by-laws that regulate natural gas infrastructure; and (3) authorize the Building Commissioner to administer such by-laws, including through the withholding of building permits; provided, ~~however,~~ that the General Court may ~~make clerical or editorial changes of form only to the special legislation, unless the Select Board approves amendments to the bill before enactment by the General Court; and provided further that the Select Board is hereby authorized to approve such amendments that are within the scope of the~~ **reasonably vary the form and substance of this requested legislation which shall be within the scope of the general public** objectives of this petition:

AN ACT AUTHORIZING THE TOWN OF BROOKLINE TO ADOPT AND ENFORCE LOCAL REGULATIONS RESTRICTING NEW FOSSIL FUEL INFRASTRUCTURE IN CERTAIN CONSTRUCTION

Be it enacted as follows:

SECTION 1. Article 8.39 of the Town of Brookline’s General By-laws, entitled “Prohibition on New Fossil Fuel Infrastructure in Certain Construction,” is hereby ratified as adopted pursuant to Warrant Article 21 of the Town’s Fall 2019 Special Town Meeting, ~~and shall be in full force and effect as of the effective date of this act.~~

SECTION 2. Notwithstanding chapter 164 of the General Laws, section 13 of chapter 142 of the General Laws, the State Building Code, or any other general or special law or regulation to the contrary, the town of Brookline is hereby authorized to adopt and further amend general or zoning by-laws that restrict new construction or major renovation projects that do not qualify as fossil-fuel-free, as defined in section 4 of this act.

SECTION 3. Notwithstanding section 7 of chapter 40A of the General Laws, or any other general or special law or regulation to the contrary, the Building Commissioner of the town of Brookline, or any designee thereof, shall be authorized to enforce restrictions on

new construction and major renovation projects that do not qualify as fossil-fuel-free, as defined in section 4 of this act, including through the withholding of building permits.

SECTION 4. As used in this act, the term “fossil-fuel-free” shall refer to construction or renovation that results in an entire building or an entire condominium unit that does not utilize coal, oil, natural gas or other fossil fuels in support of its operation.

~~SECTION 5. This act shall take effect upon its passage.~~

### **Clean Version:**

#### **VOTED:**

To vote to authorize and empower the Select Board to file a petition with the Massachusetts General Court for special legislation, as set forth below, to: (1) ratify the adoption, at the Fall 2019 Special Town Meeting under Warrant Article 21, an amendment to the Town’s General By-Laws inserting Article 8.39 entitled “Prohibition on New Fossil Fuel Infrastructure in Certain Construction;” (2) authorize the Town to adopt and further amend general or zoning by-laws that regulate natural gas infrastructure; and (3) authorize the Building Commissioner to administer such by-laws, including through the withholding of building permits; provided, that the General Court may reasonably vary the form and substance of this requested legislation which shall be within the scope of the general public objectives of this petition:

### **AN ACT AUTHORIZING THE TOWN OF BROOKLINE TO ADOPT AND ENFORCE LOCAL REGULATIONS RESTRICTING NEW FOSSIL FUEL INFRASTRUCTURE IN CERTAIN CONSTRUCTION**

Be it enacted as follows:

SECTION 1. Article 8.39 of the Town of Brookline’s General By-laws, entitled “Prohibition on New Fossil Fuel Infrastructure in Certain Construction,” is hereby ratified as adopted pursuant to Warrant Article 21 of the Town’s Fall 2019 Special Town Meeting.

SECTION 2. Notwithstanding chapter 164 of the General Laws, section 13 of chapter 142 of the General Laws, the State Building Code, or any other general or special law or regulation to the contrary, the town of Brookline is hereby authorized to adopt and further amend general or zoning by-laws that restrict new construction or major renovation projects that do not qualify as fossil-fuel-free, as defined in section 4 of this act.

SECTION 3. Notwithstanding section 7 of chapter 40A of the General Laws, or any other general or special law or regulation to the contrary, the Building Commissioner of the town of Brookline, or any designee thereof, shall be authorized to enforce restrictions on

new construction and major renovation projects that do not qualify as fossil-fuel-free, as defined in section 4 of this act, including through the withholding of building permits.

SECTION 4. As used in this act, the term “fossil-fuel-free” shall refer to construction or renovation that results in an entire building or an entire condominium unit that does not utilize coal, oil, natural gas or other fossil fuels in support of its operation.

ARTICLE 39

**COMMISSION FOR DIVERSITY, INCLUSION AND COMMUNITY  
RELATIONS REPORT AND RECOMMENDATION**

The mission of the CDICR is to support a welcoming environment by encouraging cooperation, tolerance, and respect among and by all persons who come in contact with the Town of Brookline (i.e. visitors, residents, employers, employees etc.) by advancing, promoting and advocating for the human and civil rights of all through education, awareness, outreach and advocacy.

In November of 2019, Town Meeting passed Warrant Article 21 by an overwhelming majority. The bylaw change proposed would have prohibited new fossil fuel infrastructure in major construction in Brookline in order to move us closer to reaching our goal of reducing our greenhouse gas emissions by 80% by 2050, a goal to which the Commonwealth has legally committed itself. Unfortunately, the Municipal Law Unit of the Attorney General's office has found Warrant Article 21 to be in conflict with State laws. This ruling leaves cities and towns with no way to meet the climate goals that they have set. As a companion to Warrant Article 38, Warrant Article 39 is a Home Rule petition, essentially asking the State Legislature to allow the implementation of 2019's Warrant Article 21. The elimination of fossil fuel infrastructure from new construction and major renovations would move us in a positive direction as we strive to ameliorate the catastrophic effects of the climate emergency we face.

The Advisory Committee and Select Board have put forward an amendment to this warrant article that seeks to impose a 30-day delay in implementation if the Home Rule petition is successful. The Select Board already has the power to decide when to implement this bylaw in Brookline. Therefore, this is as an unnecessary delay and should not be adopted.

On October 29, 2020, the Commission for Diversity, Inclusion and Community Relations voted Favorable Action on Warrant Article 39 as submitted by the petitioner without amendment by a vote of 10-0-0.

ARTICLE 1

**MOTION OFFERED BY DEBORAH BROWN,  
 BONNIE BASTIEN, AND AUTHUR CONQUEST**

That the FY2021 Town of Brookline appropriation be reduced by \$1,001,422 and the following changes be made to other FY2021 and 2022 appropriations:

- The appropriation for the Affordable Housing Trust Fund by increased by \$972,422 with the funds earmarked for the following projects:
  - \$140,000 to negotiate contracts with internet providers for distance learning for BHA students, and
  - \$350,000 for repairs to kitchens at High Street, Veterans and/or the Egmont Street BHA (\$32,786,238/392 units); and
  - \$47,422 to cover unpaid tenant rents

Total for BHA: \$537,422

- The appropriation for the Brookline Community Foundation through the Brookline Safety Net Fund \$435,000 with funds earmarked for the following projects in collaboration with the Brookline Food Pantry:

Time Critical Needs

- \$125,000 to purchase additional food for the Brookline Food Pantry who will feed Brookline's food insecure
  - \$108,000 for Brookline Thrives (feeds Brookline school aged children)
  - \$40,000 to pay for commercial refrigeration
  - \$10,000 for tents and heaters at food distribution sites
  - \$60,000 to purchase a 2020 Nissan NV200 refrigerated van to pick up and transfer foods at sites
- Total: \$403,500

Long-term and Operational Needs

- \$15,000 for renovation of new storage space
- \$2,500 for new computers and hot spots to continue to serve clients outdoors with help of our Oasis Client intake system
- \$43,000 for new position of Pantry Manager to cover all additional shifts needed to transport food from each location (to make sure we have enough just to feed 100-150 families that one day) and assist with running the Pantry on site 5 days per week

Total: \$60,500

Total: Brookline Food Pantry: \$464,000

**Total Request: \$1,001,422**

## **Budget Amendment Explanation and Analysis**

### **Funding Source:**

We accept that the funding for these new uses has to come from somewhere. The Town's Reserve Fund is one such source. The Reserve Fund is a sum of money appropriated at Town Meeting to be used at the discretion of the AC in conjunction with Select Board to cover extraordinary or unforeseen expenses that arise during the fiscal year. The creation and use of the Reserve Fund is specified in Chapter 40 §6 of the Massachusetts General Laws. More precisely, **the reserve fund is to be used for "...extraordinary or unforeseen expenditures"** as determined by AC. Clearly, a pandemic meets the definition of extraordinary or unforeseen.

### Funding Sources:

Reserve Fund: 3,620,855

As these funds are general unclassified, they would be moved from the Selectmen's Contingency (558099).

**The budget amendment seeks: \$1,001,422, which would leave \$2,619,433 in the Reserve Fund.**



### Budget Request

Brookline Housing Authority  
 Michael Alperin  
 Executive Director  
 90 Longwood Ave #1 Brookline, MA 02446  
 P: 617-277-2022 C: 857-337-6313

Brookline Housing Authority – State Developments  
 High St. Veterans: High Street, New Terrace Road, Chestnut Street  
 Total Units: 186 Number of People: 393

Egmont St. Veterans: Egmont Street, ST Paul Street  
 Total units: 120 Number of People: 258

Trustman: Egmont Street, Amory Street, ST Paul Street  
 Total Units: 86 Number of People: 215

Total State Units: 392 Total Number of People: 866

	# of Children	#Households
# BHA Children (All Ages)	323	187
# School Age Children (Ages 5-17)	257	139

*Costs: Overall, the housing authority anticipates spending over \$1.1M of un-budgeted dollars on Coronavirus related costs, particularly additional rental subsidy for residents whose rent has decreased between March 2020 – March 20 21. March 2021 is the end of our fiscal year. If the pandemic continues in current state the BHA is spending \$26,000 - \$42,000 per month on additional cleaning and technology related costs (less than spent monthly earlier in pandemic). It is unclear in the present political climate whether there will be reimbursements.*

### BHA Needs:

WIFI - Additional expenses for school age children probably relate to Chromebooks and internet provision while community rooms are closed to protect public health in Brookline Housing Authority buildings. The Brookline Housing Authority has worked with the Public Schools of Brookline who received a grant to help provide students with technology to learn remotely. All students of PSB are being provided with a Chromebook, and families demonstrating financial hardship are eligible for reimbursement for Comcast Internet Essentials or the RCN equivalent (\$9.99/month internet).

These costs are being funded through the Public Schools of Brookline budget and are not known by the Brookline Housing Authority. Additional expenses for school age children

probably relate to Chromebooks and internet provision while community rooms are closed to protect public health in Brookline Housing Authority buildings. The Brookline Housing Authority has worked with the Public Schools of Brookline who received a grant to help provide students with technology to learn remotely. All students of PSB are being provided with a Chromebook, and families demonstrating financial hardship are eligible for reimbursement for Comcast Internet Essentials or the RCN equivalent (\$9.99/month internet). These costs are being funded through the Public Schools of Brookline budget and are not known by the Brookline Housing Authority. A reimbursement program for poor people is unconscionable.

**WIFI:** \$140,000 per year in annual operating subsidy at \$12/unit/month. Covid makes this a critical need. This should be an annual payment.

**Unpaid Rents:** \$47,422 (Multiplied \$23,711 for 6-month period by two to annualize)  
 Note: This is perhaps less than would be expected because BHA has helped tenants to interim recertify rent if a resident lost a job or income so that the rental requirement goes down and a greater portion of the rent is picked up by HUD or DHCD.

**Unit Repairs:** \$350,000

- Current Year Capital Needs: \$44,867 (\$17,588,053/392 units)
- 10- Year Capital Needs: \$83,638 (\$32,786,238/392 units)
- Requesting to make repairs at 30 of its most distressed units at \$25,000 per unit to repair kitchens and baths

**Total: BHA:** \$537,422

### **Brookline Food Pantry**

Elizabeth Boen  
 Executive Director,  
 Brookline Food Pantry  
 617-435-3544 cell

#### **Overview:**

The Covid-19 pandemic has taken a huge toll on families and businesses across the country and Brookline has been no exception. More of our neighbors than ever before are struggling to make ends meet as we continue to face uncertainty about daily life, health, safety and child care.

Since the pandemic began in March 2020, The Brookline Food Pantry has:

- Serving over 800 families weekly and they are coming twice as often (four times more than pre-Covid levels)
- On track to spend \$376,000 on food this fiscal year (compared to \$124,000 in 2019)

- Quadrupled number of weekend meals (Brookline Thrives) for children to over 500 children such that the budgeted amount of \$52,000 is no longer enough
- Set up a new service to deliver food to more than 130 elderly or homebound clients each week, in addition to the approximately 800 coming in person
- Brookline Thrives is now feeding approximately 500 children per weekend, so our budget estimation of \$52,000 for Thrives food is now going to be \$108,000
- Pantry food costs estimate is now \$320,000 this year. The Town did award a \$195,633 CDBG food grant so leaving a short fall of \$125,000. (Combining the food budget with Thrives food budget totals \$233,000 more for food.)

Brookline Food Pantry like so many other community-based organizations compete for limited donor dollars. Costs for food have increased as supplies become more limited. Yet, we need to feed more people than ever. Feeding our neighbors will require coordination and partnerships. The Brookline Housing Authority has donated space to house our food supplies and the Brookline Community Foundation has agreed to use the Safety Net Fund as the reimbursement mechanism to fund our work.

#### Time Critical Needs

- \$125,000 to purchase additional food for the Brookline Food Pantry who will feed Brookline's food insecure
  - \$108,000 for Brookline Thrives (feeds Brookline school aged children)
  - \$40,000 to pay for commercial refrigeration
  - \$10,000 for tents and heaters at food distribution sites
  - \$60,000 to purchase a 2020 Nissan NV200 refrigerated van to pick up and transfer foods at sites
- Total: \$403,500

#### Long-term and Operational Needs

- \$15,000 for renovation of new storage space
- \$2,500 for new computers and hot spots to continue to serve clients outdoors with help of our Oasis Client intake system
- \$43,000 for new position of Pantry Manager to cover all additional shifts needed to transport food from each location (to make sure we have enough just to feed 100-150 families that one day) and assist with running the Pantry on site 5 days per week

Total: \$60,500

**Total: Brookline Food Pantry: \$464,000**

***"The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services or activities." Town of Brookline***

While the Town may not discriminate, does it extend services to its most vulnerable? We would say that it does not do a good job of doing so and it is up to Town Meeting Members to make the necessary changes. The Town's priorities are ultimately in the hands of Town Meeting members. More than ever, we need to rethink our priorities and it is the Town budget that sets these priorities. The Covid-19 pandemic has highlighted a range of complex public health, education equity, food insecurity and housing vulnerability in Brookline. Shifting funding from the departments and CIP to food and housing is an overdue and essential step to addressing a critical funding need. *In June, it was agreed that the Town would do something to advance how it provides critical services for vulnerable populations. Select Board did not form a committee to examine these needs, AC did not meet to discuss these needs. Very little has happened despite the SB's agreement to examine these needs. We said that we would wait until Fall Town Meeting. Again, we have no budget proposals. In the absence of action, we are proposing a supplemental budget amendment to address some critical needs.*

And we did bring these issues to AC. It was raised them at the October 7, 2020 Town School Partnership meeting. In a different way the Town elected to pass on discussing these issues as part of its updated budget discussion. It was raised at WA 33 hearing. We do not have the power to raise these issues if SB and AC lack the motivation to hold hearings. Again, we are relegated to the budget process. Mutual Aid Brookline comes before Select Board routinely to discuss the plight of Brookline's vulnerable with no substantial changes. Since September, requests for funding have resulted in no increases in revenue, despite our sound financial footing.

Brookline can afford to redirect some funds. Look at attachments one. It makes clear that we anticipate \$2.3 million dollar property tax growth, local receipts of \$611,831. According to the Town, we should have approximately \$6,119,307 in revenues this year, excluding unknowns like federal dollars. Net State Aid exceeds June expectations by \$2.9m. Local receipts are down \$1.9m. Net + \$1.0m. Schools to be reallocated + \$1.7m. Reserves are being raided by \$1.0m. Approximately \$400K was taken from OPEB and unappropriated reserves were reduced by \$1.0m. Compare that to the \$75,000 that the Brookline Food Pantry received and \$100,000 that the Brookline Housing Trust received as a result of the pandemic.

We have cannabis receipts. This is especially important when you consider that we seek funding to help people disproportionately impacted by the war on Drugs. The Massachusetts Cannabis Control Commission (Commission) makes clear that "benefits directly intended for disproportionately harmed people (known as the Social Equity Program), for businesses that economically empower disproportionately harmed people (known as Economic Empowerment Priority), and for minority-owned, women-owned, and veteran-owned businesses." While being discussed, these funds have not been appropriated.

The Brookline Food Pantry, Mutual Aid Brookline and BHA continue provide a critical backbone for economic recovery, particularly in vulnerable neighborhoods and those that have been disproportionally impacted by coronavirus-related xenophobia. And they may lay the groundwork for sustained civic engagement to address the entrenched inequities that remain after COVID-19 has come and gone.<sup>1</sup> There is very little in the Town’s budget, other than Community Development Block Grants (CDBG), that is used to support low income-groups. To date, the Town has obligated approximately \$1.3m in CDBG funds for numerous COVID-19 related needs. While significant and helpful, this is simply not enough. Residents will say that sums are used to cover educational expenses, but they are not enough. There is an annual allocation to the HAB, but these funds do very little in a crisis. These funds and policies have not had a substantial impact on increasing access to like access to food.

Brookline is a community of haves and have nots and COVID-19 has highlighted and exacerbated these differences. We have residents who cannot pay their rent, they are having trouble attending school, they do not have food and many residents cannot pay for their mental health. According to the Brookline Community Foundation, The gap between Brookline residents who are living comfortably and those who struggle financially is growing.

Today, **13.2%** of Brookline residents live at or below the federal poverty level.

An alarming **29.1%** of residents live in households below the 300% poverty threshold, a marker of significant economic insecurity.

Meanwhile, Brookline’s top earners are doing better than ever, pushing the town’s average household income up to \$154,537 in “2010.UNDERSTANDING BROOKLINE POVERTY”

Poverty cuts across all age and demographic groups in Brookline with some more affected than others.

- **Poverty varies by gender:** 68.1% of those living in poverty are girls and women.
- **It varies by race:** 19.4% of Latino, 13.5% of Asian, 13.1% of black and 11.6% of white residents have income at or below poverty.
- **It varies by education level:** 6.9% of adults with at least a Bachelor’s degree live in poverty, compared with 25.8% of adults without a high school diploma.

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<sup>1</sup>THE AVENUE. “The qualities that imperil urban places during covid-19 are also the keys to recovery,” Tracy Hadden Loh, Hanna Love, and Jennifer S. Vey, Wednesday, March 25, 2020, <https://www.brookings.edu/blog/the-avenue/2020/03/25/the-qualities-that-imperil-urban-places-during-covid-19-are-also-the-keys-to-recovery/>

- **It varies by geography and household type:** Poverty households more highly concentrated in the northeast areas of the town and among single people and non-families.
- **Disabled residents are disproportionately affected too:** Approximately a third (32.9%) of adults reporting disabilities have income at or below the poverty threshold.<sup>2</sup>

Brookline's 2016 Housing Production Plan reinforces the Brookline Community Foundation's findings. Its median household income, \$93,640, however, Brookline's median family income is much higher - \$144,904 – and the median for married couples with dependent children is even higher, at \$197,589, probably due to the presence of more than one wage earner. Non-family households do not have the same economic position as Brookline's families. The median non-family income is \$52,150, and it is conspicuously low for elderly women living alone: \$32,519.<sup>3</sup>

The averages for Brookline are very similar to average rent prices in Cambridge, another close Boston suburb, if not slightly less expensive. Rents in Brookline are slightly less expensive than Cambridge for studio (\$1609 v. \$1762), 1-bedroom (\$2,100), 2-bedroom (\$2,799), 3-bedroom (\$3,533) and 4-bedroom (\$4,266) apartments. Renters in Brookline pay almost \$400 more per month for a studio, \$600 more for a 2-bedroom, and \$900 more per month for a 4-bedroom apartment than those living in Jamaica Plain.<sup>4</sup> Many residents cannot keep up with the cost of living, especially in the face of COVID-19. This budget amendment is an attempt to close the gap between these groups.

Looking at these items you do not see a continued sense of priority around investing in needs by the Town and especially in its budget process. We want funding for programming that is especially focused on housing and providing services as we continue to go through COVID in terms of making sure the community has support for those items. We can do little and still be a top flight town without a robust educational system, access to food and essential housing for our most vulnerable. That requires that we examine our priorities and begin to fund them accordingly.

I would agree that we are confronting significant budget pressures, lagging state aid and labor contracts that include scheduled pay increases for police and firefighters. We have to take bold steps to address the issues. Below find a needs explanation and the means to pay for these essential services.

This budget amendment does not seek to divide the community or single out departments. We reviewed the entire budget for potential opportunities for shifting priorities and found none. What are we really asking you to do? Apply an equity lens when reviewing the

<sup>2</sup> <https://www.brooklinecommunity.org/changing-needs>

<sup>3</sup> <https://www.mass.gov/files/documents/2016/11/tb/brooklineplan.pdf>

<sup>4</sup> Brookline Pads, <https://brooklinepads.com/average-rent-prices-in-brookline/>

budget.<sup>5</sup> Budget equity requires us to align our program and fiscal policy with equity. We are asking the Town to undertake a systemic process, resulting in equitable opportunities and outcomes where income, gender, race/ethnicity, age and ability can no longer be used to predict life outcomes, and outcomes for all groups are improved.

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<sup>5</sup> Brookline needs to make progress towards investments that help residents thrive, by evaluating budgets through a racial and economic equity lens. The goal is to highlight missing issues that call upon elected leaders to assess or evaluate how we make investments and steps to increase engagement. Such a process is important because people of color, first generation Brookliners, low income residents, renters and other marginal groups, while making a contribution to the town's economy may have been left out. Having reviewed the Town's fiscal policies, there is a dearth of equity language in the major fiscal policies as outlined below and that is likely reflected in their being limited resources to fund emergency programming for food and shelter. See Town Fiscal Policies at: [https://www.brooklinema.gov/851/Budget- Central](https://www.brooklinema.gov/851/Budget-Central)

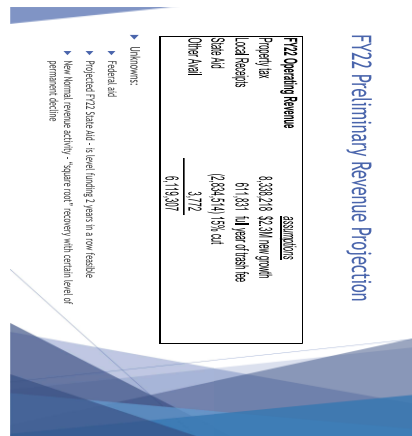
Background Materials:

### Budget Analysis to Identify Funding Sources

Reserve Fund (*) (Chair, Advisory Committee)				3,620,855	
HCA Reserve (Town Administrator)				701,485	
Stabilization Fund (Director of Finance)				1,000,000	
Liability/Catastrophe Fund (Director of Finance)				49,729	
Housing Trust Fund (Planning & Community Development Dir.)				726,549	

Collapse All	FY19 Actual	FY20 Budget	FY21 Budget	2020-21 Variance	2020-21 Variance
• SALARIES	\$ 29,313	\$ 40,000	\$ 40,000	0	0.00%
• SERVICES	168,560	241,895	271,497	29,602	10.90%
(52409) ACCOUNTING/AUDIT SERVICES	81,000	87,000	87,000	0	0.00%
(52409) PROFESSIONAL/TECH SERVICE	51,326	45,000	75,000	30,000	40.00%
(52420) PRIVATE DAY SCHOOLS	7,516	92,895	92,487	-398	-0.43%
(52431) TRANSPORT-PRIVATE CARRIER	5,300	0	0	0	0.00%
(52503) PRINTING SERVICES	7,600	7,000	7,000	0	0.00%
(52506) ADVERTISING SERVICES	14,746	0	0	0	0.00%
• SUPPLIES	2,851	8,000	8,000	0	0.00%
• OTHER	446,116	3,228,999	3,534,302	305,303	8.64%
(52015) OUT-OF-STATE CONFERENCES	1,877	3,000	3,000	0	0.00%
(53010) PROFESSIONAL DUES/MEMBERS	13,121	13,553	13,891	338	2.43%
(53401) PROPERTY INSURANCE	416,563	507,952	703,507	195,555	27.80%
(53808) RESERVE FUND APPROPRIATIO	0	2,689,494	2,796,904	106,410	3.91%
(53809) SELECTMEN'S CONTINGENCY	14,754	15,000	15,000	0	0.00%
• INTERFUND TRANSFERS OUT	1,001,814	589,700	2,776,278	2,186,578	78.76%
<b>Total</b>	<b>\$ 1,845,494</b>	<b>\$ 4,158,594</b>	<b>\$ 6,630,077</b>	<b>2,521,483</b>	<b>38.03%</b>

Data derived by EXPENSES, NON-DEPARTMENTAL and exported on February 14, 2020. Created with OpenGov





CDBG support for social services			
Source	Use		
CDBG-CV (CARES)	\$ 1,338,371	Multiple agencies*	
Prior year CDBG re-allocated	\$ 75,000	Safety Net	
Current year CDBG re-allocated	\$ 75,000	Food Pantry	
Brookline Housing Trust	\$ 100,000	Safety Net	
<b>TOTAL Town funds for pandemic relief</b>	<b>\$ 1,588,371</b>		
• Brookline Community Foundation Safety Net Fund, Food Pantry, CDA, Steps to Success, Family Aid Boston, Brookline Center for Community Mental Health, Brookline Housing Authority, Business Assistance Program			
FY21 Addl General Fund Revenue	1,050,000		
Reserve Fund	1,821,951	Amount beyond policy	
FEMA/CAREs eligibility	<i>tbd</i>	COVID expenses through 12/30	
CDBG	<i>tbd</i>		
	2,871,951		
<b>FY21 Expenditure Assumptions</b>			
	<i>High</i>	<i>Med</i>	<i>Low</i>
Schools	3,500,000	2,300,000	1,700,000
Town	856,029	650,000	500,000
Capital	2,000,000	1,500,000	1,000,000
	6,356,029	4,450,000	3,200,000
Shortfall	(3,484,078)	(1,578,049)	(328,049)